

## **Minnesota Department of Labor and Industry**

### **Work Comp Campus Terms and Conditions of Use and Privacy Policy (Terms and Conditions) as of September 1, 2020.**

The most recent version of the Work Comp Campus Terms and Conditions can be accessed online by logging in and clicking on the “Terms and Conditions of Use and Privacy Policy” link on the Campus login page.

#### **Introduction, questions and notifications**

**Work Comp Campus is a restricted government information system.** As such, your use may be monitored, recorded and subject to audit as described in these Terms and Conditions. To register for an account with the Minnesota Department of Labor and Industry (DLI), Claims Access and Management Platform User System (Work Comp Campus<sup>TM</sup> or Campus), the user (you, your, yourself) must accept the Terms and Conditions listed below. This serves as your agreement with DLI to follow the Terms and Conditions described below in electronically filing workers’ compensation documents and data in Campus and will remain in effect as long as you are enrolled as an active user with email address and password. Failure to accept these Terms and Conditions will result in denial of access to Campus. In addition to suspending or suspending a user’s account, unauthorized use of Campus or engaging in any of the prohibited activities described below may result in civil liability, criminal prosecution, a referral to an appropriate licensing agency, or any combination thereof.

The Terms and Conditions include the following sections:

- A. Account creation
- B. System use
- C. Prohibited activities
- D. Campus updates, modifications, and outages
- E. Information DLI collects when you create a Campus account or access Campus
- F. How private or confidential data collected by DLI or submitted by you in Campus is used; refusal to provide the data
- G. Data privacy – who has access to data in Campus
- H. Records retention
- I. Security
- J. Intellectual property
- K. Warranties; liability and indemnification; governing law
- L. Disclaimer

If you have questions about Campus, to report a problem, provide any notifications required by these Terms and Conditions, or request that an account be suspended or disabled, contact DLI’s Workers’ Compensation Help Desk at 651-284-5005 (option 3), or 800-342-5354 (option 3), or [helpdesk.dli@state.mn.us](mailto:helpdesk.dli@state.mn.us)

#### **A. Account creation**

User accepts and agrees to all of the following:

1. Provide true, accurate, current and complete information about yourself as prompted by the registration page and to maintain and update this information as necessary to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, DLI has the right to terminate your account and restrict any current or future use of Campus until the information is updated and accurate.
2. Comply with all the terms and conditions set forth in this document.
3. Accept delivery of a document from DLI sent through Campus.

4. Accept that service through Campus by DLI, the Workers' Compensation Court of Appeals (WCCA), or a party to a claim constitutes valid service of the submission upon the user, except as otherwise provided by law.
5. Promptly notify the Workers' Compensation Help Desk at 651-284-5005 (option 3), or 800-342-5354 (option 3), or [helpdesk.dli@state.mn.us](mailto:helpdesk.dli@state.mn.us) of any status change of a user's license or standing with DLI, the Minnesota Supreme Court, Minnesota Department of Commerce or other applicable licensing authority.
6. Be responsible for the security and use of your email address and password. Any interaction with Campus using a registered email address and password shall be deemed to be made by that user.
7. You are not permitted to be a Group Administrator on behalf of a company, business, or other entity or organization (organization) unless you have the legal authority to do so on behalf of that organization, have been designated by DLI as a Group Administrator and you, on behalf of the organization, have agreed to the Group Administrator responsibilities required by DLI. A Group Administrator for an organization may take action on behalf of the organization in Campus; add and remove group members who are authorized to access Campus; determine the claims and cases that group members have access to in Campus; allocate permissions (assigned roles) for group members in Campus; establish relationships between group members where applicable; and take other actions as authorized by DLI.
8. Immediately notify DLI's Workers' Compensation Help Desk at the above contact information of any breach of user security, including any use of a registered email address and password by an individual not expressly authorized to do so.
9. Immediately notify DLI's Workers' Compensation Help Desk at the above contact information to terminate use of the registered email address and password if an individual will cease using them.
10. Accept suspension or disablement of the user's account by DLI if it is determined the account is being misused, abused, or fraudulently used, if any information provided during the account registration process is false or fraudulent, or if the user engages in any of the prohibited activities described in Section C.
11. Only use Campus as you are permitted and for the sole purposes provided by Minnesota or other applicable law.
12. Comply with all applicable law, including the version of the International Association of Industrial Accident Boards and Commissions (IAIABC) Claims Release Standard adopted by the commissioner of DLI and the corresponding Minnesota implementation guide; Minnesota Statutes, chapter 176 and applicable rules.
13. Cooperate with DLI and law enforcement during investigations into misuse, abuse, or fraud.
14. Assume all risk and waive any claim for damages resulting from use of Campus.

## **B. System use**

The user accepts and agrees to the following provisions related to use of Campus:

1. All documents and other submissions and related information provided in Campus by the user will be maintained by DLI and are subject to review and copying by DLI, by other authorized agencies, persons and entities as provided in Minnesota Statutes, chapter 176 or other law, and by court order.
2. When the user receives an acknowledgement or confirmation from Campus that data or a document was successfully transmitted, the acknowledgement is not indicating that the information submitted is accurate, but simply that it was successfully transmitted to Campus.
3. Unavailability of Campus shall not constitute a basis for an extension of time in which to file any matter, or in any way affect any applicable statute of limitations, except as provided by law.
4. DLI may provide you with notices, including service announcements and notices regarding changes to these Terms and Conditions, by, but not limited to, email, regular mail, postings in Campus, telephone, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. You may not receive notices if you violate the Terms and Conditions by accessing Campus in an unauthorized manner, and you may

be deemed to have received any and all notices that would have been delivered had you accessed Campus in an authorized manner.

5. The user must (a) provide for its own access to the internet and pay any service fees associated with such access, and (b) provide all equipment necessary for the user to make such connection to the internet, including a computer and modem or other access device. There is no charge assessed by DLI to connect to or submit data through Campus. All costs to collect required information, input the data into Campus, use the internet, maintain electronic mail accounts, and perform other associated functions and processes are the sole responsibility of the user and not DLI.
6. Unless otherwise expressly stated, DLI and its Workers' Compensation Help Desk will provide limited technical support to access and use Campus; this does not include support with systems outside of DLI's control, such as internet connectivity. If DLI or its Help Desk provides you with support, it is at DLI's sole discretion and does not mean that support will be provided in the future.

### **C. Prohibited activities**

The user is expressly restricted from all of the following:

1. Using Campus in any way that is or may be damaging to Campus.
2. Using Campus contrary to applicable laws and regulations, or in a way that causes or may cause harm to Campus.
3. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to Campus or while using Campus.
4. Creating fraudulent Campus user accounts for the purpose of misrepresenting the user's identity or unlawfully accessing other Campus users' accounts.
5. Using or attempting to use identification that is obscene, offensive, potentially libelous, or deceptive. Deceptive identification includes but is not limited to an email address or other information upon registration that could be construed to give a false or misleading impression of the individual owner's identity or association with any other legal entity.
6. Posting or transmitting any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.
7. Posting or transmitting any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication, or engaging in spamming or flooding, or any information or software that contains a virus, trojan horse, worm or other harmful component.
8. Posting, publishing, transmitting, reproducing, distributing or in any way exploiting any information, software or other material obtained through Campus for commercial purposes.
9. Employing any software that collects, intercepts, or otherwise mines information or content from Campus.
10. Attempting to modify any information on this website or in Campus to defeat or circumvent security features or to use this system for other than its intended purposes are prohibited. Information about attempts to circumvent security measures will be traced and released to the appropriate legal authorities to investigate suspected or alleged criminal activity.
11. Selling or transferring access to Campus to another person or entity.
12. Sharing any data from Campus, except that users may share data with employees in their organization who have a lawful need to access the data.

The user understands that, in addition to suspending or disabling the user's account, engaging in any of the above prohibited activities may result in civil liability, criminal prosecution, a referral to an appropriate licensing agency or any combination thereof.

The user further understands that DLI has no obligation to monitor Campus for violation of the prohibited conduct. However, you acknowledge and agree that DLI has the right to monitor Campus electronically and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate Campus properly, or to protect itself or its customers. DLI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

#### **D. Campus updates, modifications and outages**

The user accepts and agrees to the following:

1. DLI may deploy updates or modifications to Campus at any time, with or without prior notice, except as otherwise provided by law.
2. The user's continued use of Campus to file documents or submissions electronically constitutes acceptance of the system as updated or modified.
3. DLI may delay, limit, or deny access to Campus due to system outages, scheduled maintenance or backups, or unforeseen events that may occur. In urgent situations, access to Campus may be temporarily unavailable and you will be unable to perform transactions.
4. DLI will make reasonable efforts to provide prompt notice of any denial of or limitation to access and the anticipated duration of such limited access, but failure of DLI to give such notice shall not constitute a waiver of any part of these Terms and Conditions or justification for the user's failure to comply with the requirements of Minnesota Statutes, chapter 176 and corresponding rules.
5. The user is ultimately responsible for ensuring that any transaction was successfully performed. You will receive confirmation of a successful filing at the time of filing.
6. The Terms and Conditions, as updated from time to time, shall survive for as long as the user has an account in Campus, is a party in an action that is filed using Campus, or is counsel for a party in a case that is filed using Campus.
7. Except where otherwise stated in statute or rule, DLI reserves the right to edit or remove any material submitted to or filed in Campus, stored on DLI or Campus servers, or hosted or published within Campus.
8. DLI reserves the right, at its sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, DLI will provide notice of updated Terms and Conditions taking effect. What constitutes a material change will be determined at DLI's sole discretion.
9. Certain areas of Campus may not be accessed by the user, and DLI may further restrict access by a user to any areas of Campus, at any time, in its sole and absolute discretion, consistent with applicable Minnesota law.

#### **E. Information DLI collects when you create a Campus account or access Campus**

1. DLI collects information directly from individuals who create a Campus account to authenticate the users' identity and verify the person's authority to create a Campus account, and for state investigations, statistics and surveys.
2. DLI also collects information from users who access Campus to deliver the requested and required services for the purposes provided in Minnesota Statutes, chapter 176, including section 176.2612.
3. DLI maintains an audit trail and automatically collects and stores the following information about every user visit to Campus:
  - the type of browser and operating system you used;
  - the date and time you visited Campus; and
  - the pages visited.
4. "Cookies" are small files either stored on a server or sent back to a visiting computer. In some systems user information is stored as "cookies," which are then sent back to and stored on the user's computer. Campus uses cookies to customize or grant access to the information presented

to you. Cookies are also used to aggregate site usage information to help us improve users' experience and application performance.

5. If an individual under age 18 registers for an account in Campus, the collection of personal information submitted to Campus will be treated the same as information given by an adult and will be subject to disclosure to authorized persons and entities as if the information was given by an adult. DLI encourages all children to obtain parental permission before offering any personal information to Campus.

**F. How private or confidential data collected by DLI or submitted by you in Campus is used; refusal to provide the data**

1. **Account data** – Private or confidential data you provide during the account registration process will be used to authenticate your identity and authority to create a Campus account so you can electronically view, file and receive communications about documents and data in DLI Workers' Compensation Division files. The registration data may also be used for state investigations and statistics, and for purposes of conducting surveys about the use of Campus to improve the user experience.
  - a. You may refuse to supply the data needed to create an account, but if you refuse, an account cannot be created and you will not be able to electronically view and file documents and data.
  - b. If you are a person or entity required to create an account by Minnesota Statutes, section 176.2612, there will be legal consequences for refusing to do so, including penalties and referral to the Department of Commerce or another agency with authority over your license.
  - c. An individual injured worker is not required to create an account in Campus, but if you do not, you will be unable to view documents related to your injury in the Campus file for your injury. You will have to contact DLI for access to paper copies of these documents. You also will not be able to file documents in Campus electronically; you will have to file documents on paper by U.S. mail or in person.
  - d. No account holder is required to respond to surveys from DLI about the Campus user experience. There is no legal consequence for failure to respond, but if you do not, DLI will be unable to consider your experience when determining what changes or improvements may be needed in Campus.
2. **Data and documents submitted in Campus**
  - a. DLI will use data and documents submitted by users to deliver the requested and required services for the purposes provided in Minnesota Statutes, chapter 176, including section 176.2612, to:
    - create and maintain data and documents in the Workers' Compensation Division file for an employee's specific date of injury;
    - accept data, documents and forms related to a workers' compensation claim for filing with DLI;
    - enable parties and state agencies to serve documents on other parties to a workers' compensation claim;
    - allow authorized persons to review the Workers' Compensation Division file electronically;
    - allow DLI to monitor files for compliance and take other action required or permitted by the workers' compensation law and other state law, including dispute resolution, state investigations and statistics; and

- to route data and documents to authorized account holders' computers and state agencies for purposes of notice or to take action required by law.
- b. An individual with a workers' compensation claim is not required to provide private or confidential information to DLI in Campus, but if you do not, you will not be able to file documents electronically or electronically review the Workers' Compensation Division file for your injury. If you do not create an account, you will be able to file and receive paper copies of the documents.

#### **G. Data privacy – who has access to data in Campus**

1. DLI protects data and records in Campus in accordance with the statutory obligations as defined by applicable Minnesota law, including, but not limited to, the Minnesota Workers' Compensation Act in Minnesota Statutes, chapter 176, and the Minnesota Data Practices Act in Minnesota Statutes, chapter 13, and by any other applicable Minnesota and federal laws.
2. The information users and state agencies submit in Campus will be made part of the DLI file for the workers' compensation claim. It may be released to others who have legal authority to review it, including:
  - a person with a written authorization from a party to the claim;
  - an entity with statutory authority;
  - other individuals within DLI;
  - other state agencies, such as the departments of commerce, health, human services and revenue;
  - the Minnesota Attorney General's Office;
  - law enforcement agencies;
  - courts; and
  - the legislative auditor.

#### **H. Records retention**

DLI retains information in Campus in compliance with the workers' compensation law and DLI's records retention schedule developed under Minnesota Statutes, chapter 138.

Any data in Campus at the time of receipt of a records request may be subject to inspection by or disclosure to members of the public as permitted in the Workers' Compensation Act (Minnesota Statutes, chapter 176) and the Data Practices Act (Minnesota Statutes, chapter 13).

#### **I. Security**

DLI maintains security standards and procedures, including an audit trail as described in section E, to prevent unauthorized removal or alteration of data, to ensure that this service remains available to all users, and to prevent unauthorized attempts to upload or change information or otherwise cause damage to Campus or its users.

DLI is taking reasonable and appropriate measures, including encryption, to ensure your personal information is disclosed only to those specified by you. However, the internet is an open system and DLI cannot and does not guarantee that the personal information you have entered in Campus will not be intercepted by others and decrypted.

#### **J. Intellectual property**

The user accepts and agrees to all of the following:

1. The user acquires no ownership or intellectual property interest in the system, its content or related materials by signing up for and using Campus, including, but not limited to, the user's

password; the user's profile information; documents, submissions or information filed electronically; user interface design, format or content; titles or terminology; logos or other artwork; or training materials and documentation. The user agrees that all such intellectual property is the sole property of DLI and that no such content may be reproduced without permission.

2. DLI does not grant any license or other authorization to any user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property, when the user submits documents or data to Campus or uses Campus.
3. The use of Campus other than as provided above may violate copyright and other intellectual property laws of the United States, other countries, as well as applicable state laws, and may be subject to penalties under those laws.
4. The user is prohibited from developing, producing, or disseminating any derivative work or product based upon or intended to interact with Campus without the express written permission of DLI

#### **K. Warranties; liability and indemnification; governing law**

1. The accuracy, reliability or timeliness of any information contained in Campus is not warranted DLI, the Office of Administrative Hearings, the Workers' Compensation Court of Appeals, or any state employee, and they shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. Portions of such information may be incorrect or outdated. Any person or entity that relies on any information obtained from Campus does so at his or her own risk. DLI, the Office of Administrative Hearings, the Workers' Compensation Court of Appeals and state employees do not endorse any content, viewpoints, products or services linked from Campus.
2. The information contained herein is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. DLI assumes no responsibility for errors or omissions in this publication or other documents that are referenced by or linked to Campus or this publication. References to corporations and their services and products are provided "as is" without warranty of any kind, either expressed or implied. In no event shall the State of Minnesota be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of this information. This publication could include technical or other inaccuracies or typographical errors. Changes are periodically added to the information herein; these changes will be incorporated in new editions of this publication. DLI may make improvements in the products and/or the program(s) described in Section D at any time.
3. **You understand and agree** that no data transmission over the internet or information storage technology can be guaranteed to be secure, and DLI expressly disclaims any warranties, express or implied, to that effect. DLI makes no commitments, promises or warranties about the content within Campus, the support provided for Campus, the specific functions of Campus, Campus's reliability, quality, accuracy, availability, or ability to meet your needs, provide certain outputs, or achieve certain results.
4. Any challenge or dispute regarding these terms and conditions, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement, shall be determined, governed, and construed in accordance with the laws of the State of Minnesota without regard to conflict of law provisions. The venue for any dispute shall be Ramsey County District Court in St. Paul, Minnesota.
5. If any section of the terms and conditions shall, for any reason, be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

6. The failure of DLI to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.
7. The user assumes all risk and waives any claim for damages against the State of Minnesota, DLI, Minnesota IT Services, and any other state agency resulting from use of Campus.
8. The user agrees to defend, indemnify and hold the State of Minnesota, DLI, Minnesota IT Services, and any other state agency harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of Campus or the placement or transmission of any message, information, software or other materials through Campus by you or users of your account or related to any violation of these Terms and Conditions by you or users of your account.

#### **L. Disclaimer**

The information and statements contained on this site shall not be used for the purposes of advertising, nor to imply the endorsement or recommendation of the State of Minnesota, DLI, Minnesota IT Services, or any other Minnesota state agency or court.

It is not intended that any part of Campus be considered legal advice.